



OFFICIAL

Scope:

"Documents relating to the approval for the land transfer of Lot 4 (Folio 4/589050) and Lot 170 (Folio 170/721333) from Yarrawarra Aboriginal Corporation to Gurehlgam Corporation, including documents relating to the Caveat process for caveats AK92688 and AK92689, in 2015."

Doc #	Date	Description	No of pages	Decision	Relevant provision
1	5 November 2015	Purpose Deed – 39 Red Rock Road	9	Release in part	Section 22 (Irrelevant information) Section 47F (Personal Information)
2	5 November 2015	Purpose Deed – 69 Red Rock Road	9	Release in part	Section 22 (Irrelevant information) Section 47F (Personal Information)
3	22 October 2015	Signed Brief – 39 Red Rock Road	3	Release in full	Section 22 (Irrelevant information)
4	22 October 2015	Signed Letter of Consent – 39 Red Rock Road	1	Release in full	Section 22 (Irrelevant information)
5	22 October 2015	Deed Poll - 39 Red Rock Road	1	Release in part	Section 47F (Personal Information)
6	19 October 2015	Signed Brief – 69 Red Rock Road	3	Release in full	Section 22 (Irrelevant information)
7	19 October 2015	Signed Letter of Consent – 69 Red Rock Road	2	Release in full	Section 22 (Irrelevant information)
8	23 October 2015	Deed Poll – 69 Red Rock Road	1	Release in part	Section 47F (Personal Information)
9	15 September 2015	Legal Advice	86	Release in part	Section 22 (Irrelevant information) Section 42 (Legal Professional Privilege) Section 47F (Personal Information) Section 12 (Not subject to FOI Act)
10	31 July 2015	Memorandum of Understanding	5	Release in part	Section 22 (Irrelevant information) Section 47F (Personal Information)

OFFICIAL

PURPOSES DEED

The Commonwealth of Australia represented by and acting through the
Department of the Prime Minister and Cabinet ABN 18 108 001 191

AND

Gurehlgam Corporation Ltd, ABN 91 103 222 411

Deed made at Canberra, ACT on Thursday 22 October 2015

PARTIES

THE COMMONWEALTH OF AUSTRALIA represented by and acting through the **DEPARTMENT OF THE PRIME MINISTER AND CABINET** (ABN 18 108 001 191);

("us", "we" or "our")

Gurehlgam Corporation Ltd ABN 91 103 222 411 of 18-26 Victoria Street Grafton, NSW, 2460

("you" or "your")

BACKGROUND

- A. On 7 November 1996 the Yarrawarra Aboriginal Corporation (YAC) accepted a grant of \$300,000 from the Aboriginal and Torres Strait Islander Commission (ATSIC) to complete the construction of a dormitory (the Asset) at 39 Red Rock Road Corindi Beach, NSW (Lot 4 in Deposited Plan 589050).
- B. YAC accepted additional grants of \$73,000 and \$325,000 from ATSIC to complete the construction of the Asset on 9 May 1997 and 22 June 1998 respectively.
- C. In accepting the ATSIC funding YAC agreed to the Standard Terms and Conditions relating to Grants (1996/1997) and the Standard Terms and Conditions relating to Grants (1997/1998). Clause 4.4 of both of these sets of terms and conditions oblige YAC to obtain written consent from the Commonwealth:
 - a. before disposing of any Grant Asset with a market value over \$5,000; and
 - b. before using the proceeds of such a sale.
- D. ATSIC was abolished on 24 March 2005 by the *Aboriginal and Torres Strait Islander Commission Amendment Act 2005 (Cth)* ('the ATSIC Amendment Act'). Pursuant to the ATSIC Amendment Act, the interests of ATSIC in relation to the Asset vested in the Commonwealth.
- E. Upon request by YAC, we consented to the transfer of the Asset from YAC to you. The consent was subject to a number of conditions set out in the Notice of Consent, including that you must enter a purposes agreement with the Commonwealth in relation to the Site before the transfer is effected.
- F. By this Deed, the parties intend to:
 - (i) charge the Site in favour of us;
 - (ii) secure the use of the Site for the Designated Use;
 - (iii) establish our rights where a Breach Event has occurred; and

- (iv) grant us the right to lodge and maintain a caveat against the title of the Site.

OPERATIVE PROVISIONS

The parties to this Deed agree as follows:

1. Definitions and Interpretation

1.1 In this Deed, unless the contrary intention appears:

- (a) we or us (and grammatical variations such as ours) means the Commonwealth of Australia represented by the Department or Agency specified in this Deed and includes our officers, delegates, employees, other contractors and agents; and
- (b) you (and grammatical variations such as your) means the legal entity set out on the Title and Execution Page, and includes your officers, employees, agents, volunteers, subcontractors and successors.

1.2 Unless the contrary intention appears, a term in bold type has the meaning shown opposite it:

- (a) **ATSIC** means the former Aboriginal and Torres Strait Islander Commission, which was established under the *Aboriginal and Torres Strait Islander Commission Act 1989*.
- (b) **ATSIC Amendment Act** means the *Aboriginal and Torres Strait Islander Commission Amendment Act 2005*
- (c) **Breach Event** means:
 - (i) you have failed, or we consider (in our absolute discretion) that you will fail, to use the Site for the Designated Use;
 - (ii) we reasonably consider that you are not managing, or are unable to manage, the Site effectively for the Designated Use;
 - (iii) you have breached your obligations under clauses 2.1(a) or 2.1(b); or
 - (iv) you suffer an Insolvency Event;
- (d) **Deed** means this deed, including the schedule(s), any annexures and any documents incorporated by reference into any of these documents.
- (e) **Designated Use** means the use or uses set out in Item 2 of Schedule 1 to this Deed.
- (f) **Dispose** means selling, mortgaging or encumbering, leasing or sub-leasing, licensing or sub-licensing, assigning, parting with possession or otherwise transferring or giving up ownership or

the right to occupy or use in whole or part, or to enter into an agreement to do any of the preceding acts.

- (g) **Insolvency Event** means where we reasonably consider that you:
- (i) have ceased to carry on business;
 - (ii) have become, or are likely to become, bankrupt or insolvent or have entered into a scheme of arrangement with creditors; or
 - (iii) have become, or are likely to become, subject to one of the forms of external administration. This includes, but is not limited to, any external administration referred to in Chapter 5 of the *Corporations Act 2001* (Cth) or the equivalent provisions in legislation of the States and Territories pertaining to incorporated associations or in Chapter 11 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth) or have an order made against you for the purpose of being placed under external administration.
- (h) **The Site** means the land described in Item 1 of Schedule 1 to this Deed, and includes any buildings and other improvements and fixtures on the land.
- (i) **Title Documents** means the current certificate of title to the Site and any other instruments or deeds evidencing the ownership of the Site.

1.3 In this Deed:

- (a) headings are for convenience only and have no effect on interpretation;
- (b) footnotes are for information only and are not part of the Deed; and
- (c) a provision is not to be interpreted against a party merely because that party proposed it.

1.4 Also in this Deed, unless the contrary intention appears:

- (a) where a word or phrase has a defined meaning, any grammatical form of that word has a corresponding meaning;
- (b) a reference to legislation or a legislative provision includes a reference to any amendment, substitution or re-enactment of that legislation or provision; and
- (c) the singular includes the plural and vice versa.

2. **Your obligations**

2.1 You agree and undertake:

- (a) to use the Site for the Designated Use; and
- (b) to;
 - (i) safeguard the Site against loss, damage and unauthorised use;
 - (ii) maintain the Site in good condition;
 - (iii) reinstate the Site to its previous condition if it is damaged or destroyed; and
 - (iv) not to Dispose of any interest in the Site or any part of the Site without first:
 - A. providing us with thirty (30) Business Days notice in writing of your intention to Dispose of the Site or any part of the Site;
 - B. obtaining our written consent (which we may withhold at our discretion); and
 - C. if required by us, ensuring that the purchaser, transferee, lessee, licensee, mortgagee, chargee, possessor or other disponent enters into a deed with us in such form as we may require, in which the other person gives the same undertakings in favour of us as are provided in this Deed, including this undertaking.

3. **Using contractors or service providers**

- 3.1 You acknowledge and agree that you are solely responsible for the performance of your obligations under this Deed.
- 3.2 You will not be relieved of any obligation under this Deed as a consequence of you subcontracting or engaging service providers to perform or undertake some or all of the Designated Use on the Site on your behalf.

4. **Indemnity**

- 4.1 You indemnify us against:
 - (a) all liability; and
 - (b) all losses, costs and expenses (including those set out in clause 4.2),
 if caused by the circumstances in clause 4.3.
- 4.2 The losses, costs and expenses against which you indemnify us include:
 - (a) loss or expense in dealing with any claim against us (including legal costs on a solicitor/own client basis, the cost of time spent, resources used and disbursements paid).

4.3 For the purposes of clause 4.1, you indemnify us in circumstances where our liability, loss, cost or expense was caused by:

- (a) your act or omission in carrying out this Deed, but only where you were at fault; or
- (b) your breach of this Deed.

5. **Security**

5.1 As security for your due performance of your obligations in this Deed, you grant us a charge over the Site. Your execution of this Deed shall constitute the granting of a charge over the Site by you to us to secure your due performance of your obligations in this Deed either:

- (a) at the commencement of this Deed; or
- (b) immediately on settlement of the acquisition of the Site by you if it has not been acquired at the commencement of this Deed.

5.2 Without in any way affecting your obligations under clause 9.1, you irrevocably:

- (a) grant to us the right to lodge and maintain a caveat against the title of the Site;
- (b) agree to sign all consents as required by us to the lodgement of a caveat against the title of the Site in the form required by us from time to time to prevent the lapsing of any caveat;
- (c) agree to grant to us, upon demand, such other security required by us on terms acceptable to us; and
- (d) agree that where we are satisfied that a Breach Event has occurred, without limiting our rights at law, including the right to claim damages, we may direct you by written notice to transfer the Site to our nominee within thirty (30) days of the date of the notice, and you will comply with the written notice within the required number of days.

6. **We are your attorney for the purposes of this Deed**

6.1 To the extent permitted by law, you irrevocably appoint us as your attorney for the purpose of executing documents and doing all things necessary to carry out the terms of this Deed.

7. **Execution of Documents**

7.1 You must execute all documents and do all things that we consider necessary to give full force and effect to the terms and intent of this Deed.

8. **Enforcement of part does not prevent enforcement of another part**

8.1 We are not prevented from enforcing any part of this Deed merely because:

- (a) we did not enforce that part on an earlier occasion; or

(b) we do not enforce another part.

9. **Enforceability**

9.1 If part of this Deed is found to be invalid, the rest of the Deed continues in effect as if the invalid part were excluded.

10. **Variation of this Deed**

10.1 This Deed may only be varied in writing, signed by both parties.

11. **Provision of documents**

11.1 You agree to deliver the Title Documents to us within thirty (30) Business Days of the execution of this Deed to enable us to exercise our rights under this Deed.

SCHEDULE 1	
Item 1 (The Site)	39 Red Rock Road, Corindi Beach, NSW (Lot 4 in Deposited Plan 589050)
Item 2 (The Designated Use)	Provide accommodation and hospitality services, run conferences and workshops, support a tourism and hospitality enterprise and be available for training, administration, to benefit Aboriginal and Torres Strait Islander people.
Item 3 (Term)	This Deed commences on the date it is executed by the last party to do so. This Deed will not take effect until all parties have executed this Deed.

Signatories to this Deed

Parties **The Commonwealth of Australia**, as represented by and acting through the **Department of the Prime Minister and Cabinet**, ABN 18 108 001 191

AND **Gurehlgam Corporation Ltd**, ABN 91 103 222 411

Executed by both parties as a Deed to commence on *5 November 2015*
being the date the last party executed this Deed
[Insert date the Deed is to commence from].

Signed, sealed and delivered for and on behalf of the **Commonwealth of Australia** by the duly authorised Delegate, represented by and acting through the **Department of the Prime Minister and Cabinet**, ABN 18 108 001 191 in the presence of:

Section 22

(Signature of Departmental/Agency Representative)

Maya Stuart-Fox

(Name of Departmental/Agency Representative)

Section 22

(Signature of Witness)

Section 22

(Name of Witness in full)

The Common Seal of Gurehlgam Corporation Ltd, ABN 91 103 222 411 was affixed here in accordance with its rules in the presence of:

Section 47F

(Signature of Public Officer) *CHAIR*

Section 47F

(Name of Public Officer) *CHAIR*

ON BEHALF OF GUREHLGAM CORP LTD

Section 47F

(Signature of committee member/secretary)

Section 47F

(Name of committee member/secretary in full)

PURPOSES DEED

The Commonwealth of Australia represented by and acting through the
Department of the Prime Minister and Cabinet ABN 18 108 001 191

AND

Gurehlgam Corporation Ltd, ABN 91 103 222 411

Deed made at Canberra, ACT on Wednesday 21 October 2015

PARTIES

THE COMMONWEALTH OF AUSTRALIA represented by and acting through the DEPARTMENT OF THE PRIME MINISTER AND CABINET (ABN 18 108 001 191);

("us", "we" or "our")

Gurehlgam Corporation Ltd ABN 91 103 222 411 of

18-26 Victoria Street, Grafton NSW 2460

("you" or "your")

BACKGROUND

- A. In 1994, the Yarrawarra Aboriginal Corporation (YAC) accepted a grant of \$18,617 from the Aboriginal and Torres Strait Islander Commission (ATSIC) to assist with the purchase of the property at 69 Red Rock Road Corindi Beach, NSW (Lot 170 in Deposited Plan 721333) (the Site).
- B. ATSIC was abolished on 24 March 2005 by the *Aboriginal and Torres Strait Islander Commission Amendment Act 2005 (Cth)* ('the ATSIC Amendment Act'). Pursuant to the ATSIC Amendment Act, the interests of ATSIC in relation to the Site vested in the Commonwealth.
- C. Upon request by YAC, under item 200 of Part 3 of Schedule 1 to the ATSIC Amendment Act and under the terms of any relevant funding agreements and purposes agreements in relation to the Site, we consented to the disposal by YAC of its interest in the Site by way of transfer to you. The consent was subject to a number of conditions set out in the Notice of Consent.
- D. The Notice of Consent includes, as condition of our consent, that you must enter a purposes agreement with the Commonwealth in relation to the Site before the transfer is effected.
- E. By this Deed, the parties intend to:
 - (i) charge the Site in favour of us;
 - (ii) secure the use of the Site for the Designated Use;
 - (iii) establish our rights where a Breach Event has occurred; and
 - (iv) grant us the right to lodge and maintain a caveat against the title of the Site.

OPERATIVE PROVISIONS

The parties to this Deed agree as follows:

1. Definitions and Interpretation

1.1 In this Deed, unless the contrary intention appears:

- (a) we or us (and grammatical variations such as ours) means the Commonwealth of Australia represented by the Department or Agency specified in this Deed and includes our officers, delegates, employees, other contractors and agents; and
- (b) you (and grammatical variations such as your) means the legal entity set out on the Title and Execution Page, and includes your officers, employees, agents, volunteers, subcontractors and successors.

1.2 Unless the contrary intention appears, a term in bold type has the meaning shown opposite it:

- (a) **ATSIC** means the former Aboriginal and Torres Strait Islander Commission, which was established under the *Aboriginal and Torres Strait Islander Commission Act 1989*.
- (b) **ATSIC Amendment Act** means the *Aboriginal and Torres Strait Islander Commission Amendment Act 2005*
- (c) **Breach Event** means:
 - (i) you have failed, or we consider (in our absolute discretion) that you will fail, to use the Site for the Designated Use;
 - (ii) we reasonably consider that you are not managing, or are unable to manage, the Site effectively for the Designated Use;
 - (iii) you have breached your obligations under clauses 2.1(a) or 2.1(b); or
 - (iv) you suffer an Insolvency Event;
- (d) **Deed** means this deed, including the schedule(s), any annexures and any documents incorporated by reference into any of these documents.
- (e) **Designated Use** means the use or uses set out in Item 2 of Schedule 1 to this Deed.
- (f) **Dispose** means selling, mortgaging or encumbering, leasing or sub-leasing, licensing or sub-licensing, assigning, parting with possession or otherwise transferring or giving up ownership or the right to occupy or use in whole or part, or to enter into an agreement to do any of the preceding acts.

- (g) **Insolvency Event** means where we reasonably consider that you:
- (i) have ceased to carry on business;
 - (ii) have become, or are likely to become, bankrupt or insolvent or have entered into a scheme of arrangement with creditors; or
 - (iii) have become, or are likely to become, subject to one of the forms of external administration. This includes, but is not limited to, any external administration referred to in Chapter 5 of the *Corporations Act 2001* (Cth) or the equivalent provisions in legislation of the States and Territories pertaining to incorporated associations or in Chapter 11 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth) or have an order made against you for the purpose of being placed under external administration.
- (h) **The Site** means the land described in Item 1 of Schedule 1 to this Deed, and includes any buildings and other improvements and fixtures on the land.
- (i) **Title Documents** means the current certificate of title to the Site and any other instruments or deeds evidencing the ownership of the Site.

1.3 In this Deed:

- (a) headings are for convenience only and have no effect on interpretation;
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- (c) a provision is not to be interpreted against a party merely because that party proposed it.

1.4 Also in this Deed, unless the contrary intention appears:

- (a) where a word or phrase has a defined meaning, any grammatical form of that word has a corresponding meaning;
- (b) a reference to legislation or a legislative provision includes a reference to any amendment, substitution or re-enactment of that legislation or provision; and
- (c) the singular includes the plural and vice versa.

2. **Your obligations**

2.1 You agree and undertake:

- (a) to use the Site for the Designated Use; and
- (b) to;

- (i) safeguard the Site against loss, damage and unauthorised use;
- (ii) maintain the Site in good condition;
- (iii) reinstate the Site to its previous condition if it is damaged or destroyed; and
- (iv) not to Dispose of any interest in the Site or any part of the Site without first:
 - A. providing us with thirty (30) Business Days notice in writing of your intention to Dispose of the Site or any part of the Site;
 - B. obtaining our written consent (which we may withhold at our discretion); and
 - C. if required by us, ensuring that the purchaser, transferee, lessee, licensee, mortgagee, chargee, possessor or other disponent enters into a deed with us in such form as we may require, in which the other person gives the same undertakings in favour of us as are provided in this Deed, including this undertaking.

3. **Using contractors or service providers**

- 3.1 You acknowledge and agree that you are solely responsible for the performance of your obligations under this Deed.
- 3.2 You will not be relieved of any obligation under this Deed as a consequence of you subcontracting or engaging service providers to perform or undertake some or all of the Designated Use on the Site on your behalf.

4. **Indemnity**

- 4.1 You indemnify us against:
 - (a) all liability; and
 - (b) all losses, costs and expenses (including those set out in clause 4.2),
 if caused by the circumstances in clause 4.3.
- 4.2 The losses, costs and expenses against which you indemnify us include:
 - (a) loss or expense in dealing with any claim against us (including legal costs on a solicitor/own client basis, the cost of time spent, resources used and disbursements paid).
- 4.3 For the purposes of clause 4.1, you indemnify us in circumstances where our liability, loss, cost or expense was caused by:

- (a) your act or omission in carrying out this Deed, but only where you were at fault; or
- (b) your breach of this Deed.

5. **Security**

5.1 As security for your due performance of your obligations in this Deed, you grant us a charge over the Site. Your execution of this Deed shall constitute the granting of a charge over the Site by you to us to secure your due performance of your obligations in this Deed either:

- (a) at the commencement of this Deed; or
- (b) immediately on settlement of the acquisition of the Site by you if it has not been acquired at the commencement of this Deed.

5.2 Without in any way affecting your obligations under clause 9.1, you irrevocably:

- (a) grant to us the right to lodge and maintain a caveat against the title of the Site;
- (b) agree to sign all consents as required by us to the lodgement of a caveat against the title of the Site in the form required by us from time to time to prevent the lapsing of any caveat;
- (c) agree to grant to us, upon demand, such other security required by us on terms acceptable to us; and
- (d) agree that where we are satisfied that a Breach Event has occurred, without limiting our rights at law, including the right to claim damages, we may direct you by written notice to transfer the Site to our nominee within thirty (30) days of the date of the notice, and you will comply with the written notice within the required number of days.

6. **We are your attorney for the purposes of this Deed**

6.1 To the extent permitted by law, you irrevocably appoint us as your attorney for the purpose of executing documents and doing all things necessary to carry out the terms of this Deed.

7. **Execution of Documents**

7.1 You must execute all documents and do all things that we consider necessary to give full force and effect to the terms and intent of this Deed.

8. **Enforcement of part does not prevent enforcement of another part**

8.1 We are not prevented from enforcing any part of this Deed merely because:

- (a) we did not enforce that part on an earlier occasion; or
- (b) we do not enforce another part.

9. **Enforceability**

- 9.1 If part of this Deed is found to be invalid, the rest of the Deed continues in effect as if the invalid part were excluded.

10. **Variation of this Deed**

- 10.1 This Deed may only be varied in writing, signed by both parties.

11. **Provision of documents**

- 11.1 You agree to deliver the Title Documents to us within thirty (30) Business Days of the execution of this Deed to enable us to exercise our rights under this Deed.

SCHEDULE 1	
Item 1 (The Site)	69 Red Rock Road, Corindi Beach, NSW (Lot 170 in Deposited Plan 721333)
Item 2 (The Designated Use)	Training, administration and a tourism and hospitality enterprise to benefit Aboriginal and Torres Strait Islander people.
Item 3 (Term)	This Deed commences on the date it is executed by the last party to do so. This Deed will not take effect until all parties have executed this Deed.

Signatories to this Deed

Parties **The Commonwealth of Australia**, as represented by and acting through the **Department of the Prime Minister and Cabinet**, ABN 18 108 001 191

AND **Gurehlgam Corporation Ltd**, ABN 91 103 222 411

Executed by both parties as a Deed to commence on 5 November 2015
being the date the last party executed this Deed
[Insert date the Deed is to commence from].

Signed, sealed and delivered for and on behalf of the **Commonwealth of Australia** by the duly authorised Delegate, represented by and acting through the **Department of the Prime Minister and Cabinet**, ABN 18 108 001 191 in the presence of:

Section 22

(Signature of Departmental/Agency Representative)

Maya Stuart-Fox

(Name of Departmental/Agency Representative)

Section 22

(Signature of Witness)

Section 22

(Name of Witness in full)

The Common Seal of **Gurehlgam Corporation Ltd**, ABN 91 103 222 411 was affixed here in accordance with its rules in the presence of:

Section 47F

(Signature of Public Officer) *CHAIR*

Section 47F

(Name of Public Officer) *CHAIR*

ON BEHALF of GUREHLGAM CORP. LTD

Section 47F

(Signature of member/secretary)

Section 47F

(Name of committee member/secretary in full)

DEPARTMENT OF THE PRIME MINISTER AND CABINET

PM&C
Ms Williams
Ms Andrew
M Stuart-Fox
Mr Donovan
Ms Steel
Ms Moss
Mr Thomas

To: Maya Stuart-Fox

**APPROVAL FOR YARRAWARRA ABORIGINAL CORPORATION TO TRANSFER
PROPERTY TO GUREHLGAM CORPORATION LIMITED.**

Recommendations - that you:

1. Agree to Yarrawarra Aboriginal Corporation transferring its property at 39 (Lot 4 DP589050) Red Rock Road, Corindi Beach NSW to Gurehlgam Corporation Ltd.

Agreed / Not Agreed

2. Sign the attached notice of consent to authorise the transfer (see Attachment A).

Section 22

Signed / Not Signed

Maya Stuart-Fox

Date:

22/10/15

Key Points:

1. Yarrawarra Aboriginal Corporation (Yarrawarra) has voted to voluntarily wind-up due to financial hardship and transfer 39 Red Rock Road to Gurehlgam Corporation Ltd (Gurehlgam), another local Indigenous organisation (Attachment B refers). The property has a conference centre/accommodation building constructed with ATSIC grants. You recently considered the transfer of an adjoining Yarrawarra property, 69 Red Rock Road to Gurehlgam (Attachment C refers).
2. The transfer will allow the asset to remain in local Indigenous ownership and continue to be used as a conference centre, accommodation and for related purposes.
 - a. The Eastern New South Wales Regional Office advises they have been working with Gurehlgam on options for the accommodation to be occupied in relation to work on Pacific Highway upgrades. The regional office says this is expected to provide business for Gurehlgam for up to 5 years.
3. Gurehlgam is well regarded by the Regional Office which supports the transfer. Gurehlgam delivers a range of Commonwealth funded services partly funded from the \$2.3 million it received in the Indigenous Advancement Strategy (IAS) funding round.
4. The transfer has been under consideration in PM&C since late 2014 and the Eastern NSW Regional Office, Yarrawarra and Gurehlgam are now particularly concerned about the risk of the transfer being further delayed if Yarrawarra becomes insolvent.
5. Yarrawarra delivered CDEP until it closed in the region in 2008. The property was purchased by Yarrawarra with its own resources in 1995 and the Commonwealth provided \$698,000 from 1996 to 1998 for the construction of a dormitory building on the site to support an existing cultural tourism business (Attachment D refers).

6. Yarrawarra is required to gain the written consent from the Commonwealth to transfer grant assets with a market value over \$5,000 under the terms and conditions of its funding agreement.
 - a. You are authorised to give this consent as, unlike the consent authorised by Nadine Williams for 69 Red Rock Road, consent under the ATSIC Amendment Act 2005 is not required. This is because the grant did not fund an acquisition of land.
7. In order to protect the Commonwealth's interest in the asset as a result of the transfer, a purposes agreement would help ensure continued use of the property as described above.
8. Purposes agreements are usually made in relation to land; however the Commonwealth only has an interest in the asset on the land at 39 Red Rock Road. Legal Services Branch advise that to assert an interest in the use of the asset (not including the land) would be difficult but not impossible. However, the regional office has indicated that Gurehlgam have agreed to sign a purposes agreement in relation to the land and this will facilitate the transfer by, in effect, giving the Commonwealth an interest in the land.
9. Further complexity arises because the funding documentation does not clearly show the grant money relates to the specific site. However, when the totality of information on file is considered it is reasonable to assume the building on the block is the building Yarrawarra was funded to construct.
 - a. I have considered the issue in conjunction with Legal Services Branch and the Programme Office and am satisfied that the relationship is established.

Section 22

Assistant Director
Enterprise Development Team
22 October 2015

Policy Officer: Section 22
Phone no:
Consultation: Eastern New South Wales
Regional Office, Programme Office, Legal
Services Branch

ATTACHMENTS

- ATTACHMENT A NOTICE OF CONSENT TO DISPOSAL OF AN INTEREST IN LAND – 39 (LOT 4 DP589050) RED ROCK ROAD, CORINDI BEACH NSW**
- ATTACHMENT B CORRESPONDENCE FROM YARRAWARRA ABORIGINAL CORPORATION TO PM&C EASTERN NSW REGIONAL OFFICE**
- ATTACHMENT C BRIEFING IN RELATION TO THE TRANSFER OF 69 (LOT 170 DP721333) RED ROCK ROAD**
- ATTACHMENT D LETTERS OF OFFER AND ACCEPTANCE RELATING TO THE PROPERTY AT 39 (LOT 4 DP589050) RED ROCK ROAD, CORINDI BEACH NSW**



Australian Government

Department of the Prime Minister and Cabinet

ANDREW FISHER BUILDING
ONE NATIONAL CIRCUIT
BARTON

NOTICE OF CONSENT TO DISPOSAL OF AN INTEREST IN A GRANT FUNDED ASSET

Yarrowarra Aboriginal Corporation

ASSET: Dorm at 39 Red Rock Road, Corindi Beach, NSW (Lot 4 in Deposited Plan 589050)

At the request of Yarrowarra Aboriginal Corporation (ABN: 57 681 836 983) ('the Grantee'), pursuant to the requirement under the terms and conditions of the relevant funding agreements accepted by the Grantee on 7 November 1996, 9 May 1997 and 22 June 1998 in relation to the Asset,

I CONSENT to the disposal of the Asset by way of transfer by the Grantee to Gurehlgam Corporation Ltd ('the Transfer').

This consent is subject to the following conditions:

1. Consent is only provided where the Transfer occurs within six (6) months from the date of the Notice of Consent, and if the transfer does not occur within this period then the Grantee must obtain new written consent to dispose of its interest in the Asset.
2. Consent is conditional on Gurehlgam Corporation Ltd entering a purposes agreement with the Commonwealth in relation to the property on which the Asset sits before the transfer is effected.
3. The Grantee must formally accept these conditions in a form acceptable to the Commonwealth and execute any documents required to give legally binding effect to these conditions.

Section 22

Maya Stuart-Fox
Assistant Secretary
Department of the Prime Minister and Cabinet

Dated this *22* day of *October* 2015

DEED POLL IN RELATION TO CONDITIONS IN NOTICE OF CONSENT OF THURSDAY 22 OCTOBER 2015

THIS DEED POLL is made the 23rd day of October 2015
in favour of the **Commonwealth of Australia**

BY Yarrowarra Aboriginal Corporation (ABN: 57 681 836 983).

Recitals

- A. This document is intended to be provided to the Commonwealth of Australia by Yarrowarra Aboriginal Corporation (ABN: 57 681 836 983), in order to satisfy condition number 3 in the attached Notice of Consent.

Operative Provisions

1. Yarrowarra Aboriginal Corporation (ABN: 57 681 836 983), agrees to comply with the conditions set out in the Notice of Consent of Thursday 22 October 2015 attached to this Deed (which forms part of this Deed).
2. This document is for the benefit of and enforceable by the Commonwealth of Australia.
3. This document cannot be varied or revoked without the prior written consent of the Commonwealth of Australia.

The Asset:

Dorm at 39 Red Rock Road, Corindi Beach, NSW (Lot 4 in Deposited Plan 589050).

Executed as a Deed

The COMMON SEAL of Yarrowarra
Aboriginal Corporation [ICN 620] the
fixing of which was witnessed by:

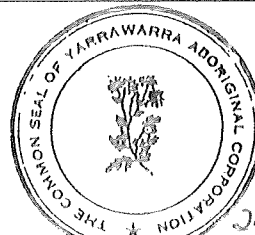
Section 47F

Name of Chairperson

In the presence of:

Section 47F

Name of Treasurer



Section 47F

Signature of Chairperson

Section 47F

Signature of Treasurer

DEPARTMENT OF THE PRIME MINISTER AND CABINET

PM&C
Ms Williams
Ms Andrew
M Stuart- Fox
Mr Donovan
Ms Steel
Ms Moss
Mr Thomas

To: Nadine Williams

APPROVAL FOR YARRAWARRA ABORIGINAL CORPORATION TO TRANSFER
PROPERTY TO GUREHLGAM CORPORATION LIMITED.

Recommendations - that you:

1. Agree to Yarrawarra Aboriginal Corporation transferring its property at 69 (Lot 170 DP721333) Red Rock Road, Corindi Beach NSW to Gurehlgam Corporation Ltd.

Agreed / Not Agreed

2. Sign the attached notice of consent to authorise the transfer (see Attachment A).

Section 22

Signed / Not Signed

Nadine Williams

Date:

17.10.15.

Key Points:

1. Yarrawarra Aboriginal Corporation (Yarrawarra) has voted to voluntarily wind-up due to financial hardship and transfer 69 Red Rock Road a property with a CDEP caveat over it, to Gurehlgam Corporation Ltd (Gurehlgam), another local Indigenous organisation (Attachment B refers)
2. The transfer will allow the asset to remain in local Indigenous ownership and continue to be used to house a café, gallery and offices or for a similar purpose.
3. The transfer has been under consideration in PM&C since late 2014 and the Eastern NSW Regional Office, Yarrawarra and Gurehlgam are now particularly concerned about the risk of the transfer being further delayed if Yarrawarra becomes insolvent.
4. Yarrawarra delivered CDEP until it closed in the region in 2008. Yarrawarra was granted \$18,617 in 1994 to assist with the purchase of the property. The Government holds a caveat over the property to protect that investment (Attachment C refers) and there is a purposes agreement (Attachment D refers) that requires the property to be used for training, administration and a tourism and hospitality enterprise to benefit Indigenous people.
5. Gurehlgam is well regarded by the Eastern New South Wales Regional Office which supports the transfer. Gurehlgam delivers a range of Commonwealth funded services partly funded from the \$2.3 million it received in the Indigenous Advancement Strategy (IAS) funding round.
6. As part of the transfer Gurehlgam will be required to enter into an updated purposes agreement that specifies that the property must be used to benefit local Indigenous people. Eastern New South Wales Regional Office advises that Gurehlgam is planning to continue


the current uses of the property and also use it to help establish a cultural tours and bush tucker business.

7. An adjoining Yarrawarra property, 39 Red Rock Road will also be transferred to Gurehlgam.
 - a. The property was purchased by Yarrawarra with its own resources and the Commonwealth provided \$698,000 for the construction of a dormitory building on the site.
 - b. The legal issues in relation to this property are potentially complex, largely because no purposes agreement was originally attached to the funding by ATSIC.
 - c. Gurehlgam have agreed to sign a purposes agreement in relation to 39 Red Rock Road. This decision will help ensure a quick transfer from this point.

Section 22

Maya Stuart-Fox
Assistant Secretary
Economic Development Branch

19 October 2015

Policy Officer: Section 22
Phone no: 
Consultation: Eastern New South Wales
Regional Office, Programme Office, Legal
Services Branch

ATTACHMENTS

- ATTACHMENT A NOTICE OF CONSENT TO DISPOSAL OF AN INTEREST IN LAND – 69 (LOT 170 DP721333) RED ROCK ROAD, CORINDI BEACH NSW**
- ATTACHMENT B CORRESPONDENCE FROM YARRAWARRA ABORIGINAL CORPORATION TO PM&C EASTERN NSW REGIONAL OFFICE**
- ATTACHMENT C CAVEAT RELATING TO THE PROPERTY AT 69 (LOT 170 DP721333) RED ROCK ROAD, CORINDI BEACH NSW**
- ATTACHMENT D PURPOSES AGREEMENT RELATING TO THE PROPERTY AT 69 LOT 170 DP721333) RED ROCK ROAD, CORINDI BEACH NSW**



Australian Government

Department of the Prime Minister and Cabinet

ANDREW FISHER BUILDING
ONE NATIONAL CIRCUIT
BARTON

NOTICE OF CONSENT TO DISPOSAL OF AN INTEREST IN LAND

Yarrowarra Aboriginal Corporation

PROPERTY: 69 Red Rock Road, Corindi Beach, NSW (Lot 170 in Deposited Plan 721333)

At the request of Yarrowarra Aboriginal Corporation (ABN: 57 681 836 983) ('the Grantee'), pursuant to the requirement under item 200 of Part 3 of Schedule 1 to the *Aboriginal and Torres Strait Islander Commission Amendment Act 2005* in relation to property acquired with a grant or loan made under paragraphs 14(1)(a) or (b) of the *Aboriginal and Torres Strait Islander Commission Act 1989*, in exercising my power under the Instrument of Delegation of 18 December 2013, and under the terms of relevant funding agreements and purposes agreements in relation to the Property,

I CONSENT to the disposal of an interest in the Property by way of transfer by the Grantee to Gurehlgam Corporation Ltd ('the Transfer').

This consent is subject to the following conditions:

1. Consent is only provided where the transfer occurs within six (6) months from the date of the Notice of Consent, and if the transfer does not occur within this period then the Grantee must obtain new written consent to dispose of its interest in the Property.
2. Consent is conditional on Gurehlgam Corporation Ltd entering a purposes agreement with the Commonwealth in relation to the Property before the transfer is effected.
3. The Grantee agrees:
 - (a) that Caveat U831264 may remain lodged over the Property;
 - (b) that the Commonwealth has the right to register and maintain a caveat against the title of the Property;
 - (c) not to take or cause or permit to be taken any action to have any caveat in favour of the Commonwealth removed; and
 - (d) to enter into all necessary contractual arrangements with Gurehlgam Corporation Ltd to ensure the Commonwealth has the right to register and maintain a caveat against the title of the Property;
 - (e) to sign all consents as required by the Commonwealth to the lodgement of caveats against the title of the Property in the form required by the Commonwealth from time to time to prevent the lapsing or removal of any caveat.

4. The Grantee must formally accept these conditions in a form acceptable to the Commonwealth and execute any documents required to give legally binding effect to these conditions.

Section 22



Dated this *19* day of *October* 2015

Nadine Williams
First Assistant Secretary
Department of the Prime Minister and Cabinet

**DEED POLL IN RELATION TO CONDITIONS IN NOTICE OF CONSENT OF
MONDAY19 OCTOBER 2015**

THIS DEED POLL is made the 23rd day of October 2015
in favour of the **Commonwealth of Australia**

BY Yarrawarra Aboriginal Corporation (ABN: 57 681 836 983).

Recitals

- A. This document is intended to be provided to the Commonwealth of Australia by Yarrawarra Aboriginal Corporation (ABN: 57 681 836 983), in order to satisfy condition number 4 in the attached Notice of Consent.

Operative Provisions

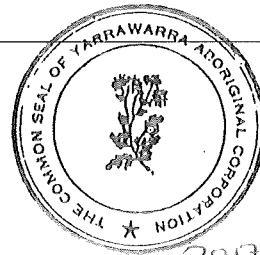
1. Yarrawarra Aboriginal Corporation (ABN: 57 681 836 983), agrees to comply with the conditions set out in the Notice of Consent of Monday19 October 2015 attached to this Deed (which forms part of this Deed).
2. This document is for the benefit of and enforceable by the Commonwealth of Australia.
3. This document cannot be varied or revoked without the prior written consent of the Commonwealth of Australia.

The Property:

69 Red Rock Road, Corindi Beach, NSW (Lot 170 in Deposited Plan 721333).

Executed as a Deed

The COMMON SEAL of Yarrawarra
Aboriginal Corporation [ICN 620] the
fixing of which was witnessed by:



Section 47F

Name of Chairperson

Section 47F

Signature of Chairperson

In the presence of:

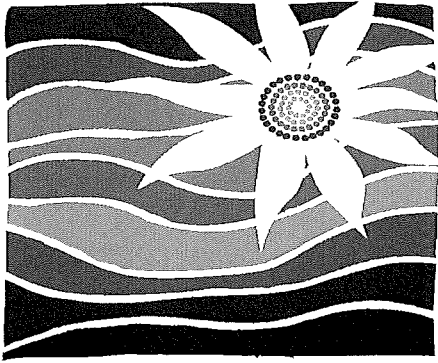
Section 47F

Name of Treasurer

Section 47F

Signature of Treasurer

Pages 10-76 (inclusive) redacted in full under section 12(a) of the FOI Act (not subject to the FOI Act)



**YARRAWARRA
ABORIGINAL CORPORATION**

Lot 170 Red Rock Road,
Corindi Beach.

NSW 2456

Ph: 02 6640 7100 Fax: 02 6640 7199

Mob: 0488 491 304

Email: manager@yarrawarra.com.au

ICN: 620 ABN: 57 681 836 983

9th March, 2015

Section 22

Programme Officer
Coffs Harbour Indigenous Affairs Group
Department of the Prime Minister and Cabinet
PO Box 1335
COFFS HARBOUR NSW 2450

Dear Section 22

The board of directors of Yarrawarra Aboriginal Corporation would like to sincerely thank you for your assistance to date in consultation and preparation with our recent resolution to voluntarily wind up the corporation and transfer its assets. The resolutions to voluntarily wind up the corporation and transfer the assets were tabled at two special general meetings where the members voted and a majority vote was achieved.

As a result, the YAC board is writing to request that a transfer of assets be approved and facilitated to the receiving organizations as transcribed in the attached minutes of the special general meeting dated 22nd February, 2015. The particulars of the assets are in each resolution as required by ORIC and PM+C and results are as voted by the members of YAC.

Please see attached:

Minutes of SGM dated 18th January 2015

Minutes of SGM dated 22nd February 2015

Process doc

Please let me know if you require any further information to facilitate the transfer process.

Yours sincerely,

Section 47F

Chairperson
YAC

Yarrowarra Aboriginal Corporation

Special General Meeting 18/1/15

Attendance per sign in sheet

Chairperson ^{Section 47F} opened meeting at 10.45. She acknowledged the Elders past and present and asked attendants to show respect to all members and all have the right to speak. Introduced the security guard. ^{Section 47F} summarised the issues of the slow demise of YAC since CDEP had finished. Duty of Care of Board of Directors (BoD) not to operate while insolvent. Getting legal advice from Law Help in Sydney. BoD has identified the Coffs Harbour and District Local Aboriginal Land Council (CH&DLALC) as the most viable EOI stakeholder. If we do not act soon, IBA Trust will inherit all YAC assets and they will pass from Aboriginal ownership. ^{Section 47F} listed the efforts made to recover and make a profit, which have not been successful. The 3 stakeholders who have EIOs will be here today. AW read email from ^{Section 22} with guidelines that ICC and Prime Minister and Cabinet (PM&C).

^{Section 47F} said we have \$2.6 million in assets and members are expected to make decisions to hand over assets without anything in writing? Also the cultural issues. Need workshops.

^{Section 47F} said nothing had been instantly done. (showed the finance summary on display)

^{Section 47F} said we must consider bloodlines and country. YAC does not want the Grafton Skinners involved.

^{Section 47F} said the Board is suggesting it goes one way, do the stakeholders know that Jagun has a 20 year lease?

^{Section 47F} said that it stays in Aboriginal ownership.

^{Section 47F} said it won't be sold as there is a purposes agreement.

^{Section 47F} said we got that property in 2001 for respite and nothing has been done.

^{Section 47F} said that they had just put in their DA and the Highway upgrade started so progress was held up. Also a lack of support from YAC.

^{Section 47F} asked if houses go to CH&DLALC members?

^{Section 47F} said it depends on who is on waiting list.

^{Section 47F} said that she had been refused a house 25 years ago.

^{Section 47F} said that there were plenty of people in YAC houses who were not members.

^{Section 47F} asked why hasn't the information been provided to the members?

^{Section 47F} said we have only received one EOI, from Jagun.

^{Section 47F} representing Gurulgham, said that ^{Section 22} (PM&C) told ^{Section 47F} not to put anything in writing.

^{Section 47F} asked why the others hadn't.

^{Section 47F} said that Xmas New Year plus other issues meant the LALC executive had not met.

^{Section 47F} asked how we can make a decision today?

Section
47F

asked how we can hand over to an organisation who will have to apply for funding to operate.

said there is no such thing as bulk gifting.

said that Section 22 said don't bother.

said that Section 22 PM&C) does apparently believe that the LALC has the capability to manage the assets.

said the LALC is completely out of the consultation with PM&C. Executive has not met, therefore there is nothing in writing. Look at YAC's finances \$50,000 would only allow LALC to operate 3 weeks. YAC and CDEP gave so many people opportunities. suggestion of workshops is good and should happen. s proud to be a LALC person. He warned that if YAC becomes insolvent, it will be taken off the members by the government.

asked for more information.

said that workshops could happen next week, does not need to be a SGM for information session. But now need to proceed with agenda of this meeting: the first special resolution.

Section 47F

said she was worried about the Elders and heritage.

said that is the Garby Elders

asked if YAC knew anything about Native Title Claims about to be lodged?

said no

said that Culture and Heritage issues should be discussed at workshops.

asked if Yarrawarra Aboriginal Cultural Centre (YACC) would be run just under the LALC or a separate group running YACC?

suggested an advisory committee, who do not have to be members of CH&DLALC. Need to incorporate the Garby Elders and they form the advisory committee. Maybe hold a LALC meeting out here once a year and down at Nambucca to cover members near the boundaries.

asked the members whether they wanted to vote by show of hands or secret ballot?

All said secret ballot.

asked for explanation of what yes or no means?

asked to explain.

said that a 70% majority of votes was required to pass a special resolution.

asked if we do need to wind up today?

said no, because the corporation is not insolvent yet.

said it costs about \$40,000 a month to run YAC.

said we need more documentation and workshops.

said that bloodlines and heritage need to be maintained. Need assurance.

said that although the corporation had made a profit for the past 3 months, this time of year we don't have much income, no school groups. He is not going to run insolvent. He would have no other option that to instigate windup.

said workshops were needed. Need more information.

said it was a matter of money. He is cranky because he wanted to shut the place down and restructured years ago.

said the advice from PM&C is not to shut the doors.

called for the secret ballot, just yes or no to Special Resolution 1: "The members of Yarrawarra agree by special resolution that the corporation be voluntarily wound up."

Members given voting forms, and ^{Section 47F} ticks the members off the list as they lodge their votes. ^{Section 47F} acts as scrutineer.

counts the votes and returns to present the results.

says: 26 members voted

 24 voted yes

 2 voted no

The yes vote is carried by a more than 90% majority.

said the next thing was workshops.

said she wanted legal advice present at workshop

said we have free legal advice, but they are based in Sydney. Can teleconference. Next weekend is Saltwater Freshwater festival, how about workshop on Sunday 1st February at 10.30?

Motion: "YAC to hold workshop for members to look over EOIs, ask questions of stakeholders and get legal advice, on Sunday 1st February 2015 at 10.30am."

All agreed.

wants to lodge new EOI.

said there will need to be a new SGM to decide what will happen to assets.

asks what will happen if we run out of money?

said that would be different, and YAC will have to close doors.

Meeting closed at 12.12pm.

SGM YAC 22/2/15

Present as per attendance sheet.

Section 47F welcomed everyone, acknowledged Elders past and present.

Section 47F read minutes of previous SGM.

Business arising from minutes: Section 47F said it was not Section 47F but Section 47F who was noted in the minutes.

Section 47F questioned referral to Section 47F saying Jagun had lacked support from YAC for the Aged Care DA.

Show of hands: minutes adopted.

Section 47F asked about the guidelines for the stakeholders.

Section 47F talked about the PM&C rep Section 47F guidelines received the day before the December meeting.

Section 47F asked about the need for written submissions.

Section 47F objected to statement that the CH&DLALC was the most viable stakeholder.

Section 47F asked if Gurehlgam has a written EOI yet?

Section 47F confirmed that she has the document from Gurehlgam, and Section 47F is on call for telephone information if required.

Some concern from members that LALC has not put in writing their EOI: are they viable?

Section 47F asked if Land Council had given a verbal expression of interest?

Section 47F asks are we going to vote of LALC and then their members say no, what will happen?

Section 47F says that a process should be followed and LALC did not put in a written expression.

Section 47F said that the stakeholders had since October 2014 to put in their EOIs, need to follow process - LALC should be eliminated – need good governance.

Section 47F said YAC Board has not seen Gurehlgam's EOI either. Would be good to have in the minutes' folder.

Section 47F wants to see everyone's EOIs.

(some debates about who are members)

Section 47F said that the membership register is not up-to-date. Section 47F detailed the attempts made to clean up and update the members' register, including a members' meeting last year that did not get a quorum.

Section 47F

asked for a show of hands whether CH&DLALC should be removed from the EOI. 50/50% vote.

Section 47F

said that the handouts from the workshop had not shown what the stakeholders intend to do with the place. She has not seen the paperwork.

Section 47F

summarised the finances and they are very serious. We do not want to become insolvent. PM&C will step in and take control of the process. Section 47F said we want other Aboriginal organisations to take over, and this is where we are at now. Section 47F explained the difficulties with the membership list.

Section 47F

asked. Section 47F to summarise Gurehlgam's interest. Section 47F said. Section 47F is interested in the houses and the facilities on Red Rock Road. They are not bidding for the Aged Care Centre. Wants to focus on bringing back housing to Corindi and Woolgoolga. The aim with the Cultural Centre was to re-open and bring back tourists and employment to the local area. Combine social activities and economic activities.

Section 47F

said the Section 47F has family connections with the cultural heritage of this area. Have respect for the Section 47F and wish to be led and guided by the Elders.

Section 47F

is sad that it has come to this, but that this is an opportunity for all to come together again.

Section 47F

asked if they would establish an MOU with the Section 47F?

Section 47F

said this is Garby land, they would not just walk in and take over.

Section 47F

asked about Gurehlgam's BoD, whether they would have a member of the Section 47F on the BoD?

Section 47F

said there is no point in attempting to do anything without the involvement of the Section 47F

Section 47F

asked about health support, where our facilities are provided by Coffs Harbour area?

Section 47F

said there could be some overlap, but that Section 47F has some agencies in Coffs and Kempsey.

Section 47F

asked. Section 47F to give a summary of their EOI.

Section 47F

said they have a lease on the Moonee property. When they lodged a DA in 2005 for a group home, they were held back by the Pacific Highway construction. Now the new entrance is completed. A new DA has been lodged to upgrade the facilities and establish a group home. The new roof alone will cost \$50 000.

Section 47F

said they provide services to Aboriginal aged people. With the NDSS, the quicker they get the Centre built, the better. He said they have several programs running at present.

Section 47F

asked if they would have Board members representing all the families?

Section 47F

said everyone is all related.

Special Resolution “The members agree to Yarrawarra Board of Directors transferring the assets of the Corporation to a suitable organisation(s) as identified during the meeting.”

25 voted yes. Carried.

[REDACTED] then asked the members to consider Vote 1, regarding the Cultural Centre and facilities on Red Rock Road, for which Gurehlgam and CH&DLALC had submitted EOIs. She said [REDACTED] Section 47F [REDACTED] would act as scrutineers, and [REDACTED] Section 47F [REDACTED] would tick people’s names off and give them a voting form, to be filled out and placed in the box.

VOTE 1: Yarrawarra Aboriginal Cultural Centre and Nuralamee Conference Centre

To gift the Cultural Centre: 69 Red Rock Road Corindi Beach - Lot 170 DP 721333, and Nuralamee: 39 Red Rock Road Corindi Beach - Lot 4 DP 5899050 and contents as requirements as tools for trade. To gift all cultural material in Yarrawarra’s collection including artworks purchased through the YAC collection policy. A MOU to be established with the [REDACTED] Section 47F [REDACTED]

35 members voted. [REDACTED] Section 47F [REDACTED] counted the voting papers.

8 voted for CH&DLALC

26 voted for Gurehlgam. 74.3 % majority

Next [REDACTED] Section 47F [REDACTED] called for voting on the houses, for which Gurehlgam and CH&DLALC had submitted EOIs.

VOTE 2: Community Housing

To gift the houses:

Section 22



Section 47F

said that YAC needs money, are they going to give anything?

Section 47F

asked if there is training available in aged care?

Section 47F

said the Cert III now includes Indigenous subjects, and there were opportunities for training.

Section 47F

asked if they would have a MOU with the Section 47F

Section 47F

said the Section 47F should have representatives of each of the family groups.

Section 47F

asked Section 47F asked about formalising the Section 47F

Section 47F

explained that this was not the forum to discuss the incorporation of the Section 47F but that Section 47F (from ICC) had offered to assist with the formal incorporation, and that she would get his assistance soon.

Section 47F

said that Section 47F had just found a written EOI from CH&DLALC.

(some discussion of eligibility)

said that this EOI had been sent on 30th January 2015, but to the wrong email address. read the EOI (attached).

Section 47F

had some concerns about the LALC, as they have not taken it to a meeting of members. There was difficulties getting a quorum, and may take months. Section 47F said YAC has not got the time to wait.

Section 47F

asked about whether the LALC Board had discussed YAC?

Section 47F

said yes.

Section 47F

said we need to get to the agenda, we have the first resolution:

"The members agree to Yarrawarra Board of Directors transferring the assets of the Corporation to a suitable organisation(s) as identified during the meeting."

Section 47F

asked if this resolution should be done by secret ballot or show of hands?

Section 47F

asked if there is one vote, why split the assets up?

Section 47F

showed the members the lists on the whiteboard, in three columns: the Cultural Centre on Red Rock Road Corindi Beach (2 lots and 2 DP numbers); the housing (10 houses and DP numbers, spread between Boambee East and Corindi Beach); and the aged care facility on the Pacific Highway at Moonee Beach (DP number). Section 47F showed the members the separate board with the stakeholders bidding for each of the three columns. Section 47F confirmed with the stakeholders that this was correct, and Gurehlgam was not bidding for the Aged Care at Moonee, and that Jagun Aged Care was only bidding for the Moonee facility.

Section 47F

asked to consider the Special Resolution, all agreed to show of hands.

Next **Section 47F** called for a vote on the Aged Care property, for which CH&DLALC and Jagun Aged Care have submitted EOLs.

VOTE 3: To gift the Moonee Aged Care Facility, 1579 Pacific Highway, Moonee Beach – Lot 11 DP 1009914.

32 members voted. **Section 47F** and **Section 47F** counted the voting papers.

7 voted for CH&DLALC

25 voted for Jagun Aged Care. 78% majority.

Section 47F asked if all attendants wanted to be contacted regarding the incorporation of the Garby Elders, all said yes, and several people provided contact details not listed on the attendance sheet.

Meeting closed 12 noon.

GUREHLGAM

ABN: 91 103 222 411

Record of a resolution of the Board. 23-6-2016

On June 22nd, 2015, an email was circulated to all Directors concerning the transfer of assets from Yarrawarra Aboriginal Corp. That email reads as follows:-

Hi all,

Since my managers report on Friday, I have been advised that [Section 47F] will provide a solicitor to help us. I had an email from [Section 47F] this morning to say that someone would call me today to discuss – nothing so far. Nor have I had anything from Telstra.

So I am recommending that the safe action for us is to postpone the expected transfer date of the Yarrawarra assets till July 30th.

I need to have this recorded as a motion as we had approved the date of June 30th.

Please indicate by return email if you approve or not to delay the transfer.

The motion was approved by return email by [Section 47F] and [Section 47F]

[Section 47F] It is also approved by myself as a Director.

[Section 47F]

23-6-2015

18-26 Victoria Street, Grafton, 2460

Fax 02 66421195

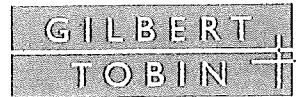
manager@gurehlgam.com.au

Ph 02 66428677

P O Box 1676, Grafton, 2460

0409428626

www.gurehlgam.com.au



LAWYERS

Memorandum of Understanding

Yarrowarra Aboriginal Corporation

and

Gurehlgam Corporation Ltd

31 July 2015

+ SYDNEY + MELBOURNE + PERTH

www.gtlaw.com.au

Date:

Parties

- 1 Yarrawarra Aboriginal Corporation of Lot 170 Red Rock Road, Corindi Beach, NSW Australia (Yarrawarra)
 - 2 Gurehlgam Corporation Ltd of 18-26 Victoria Street, Grafton, NSW Australia 2460 (Gurehlgam)
-

Background

- A. Yarrawarra is an Aboriginal owned and run organisation with a focus on Indigenous cultural retention, protection and management. It has established a range of partnerships with government agencies and also opened the Yarrawarra Cultural Centre to empower the local Aboriginal custodians to maintain cultural connection and engagement within the local community.
- B. Gurehlgam is a not for profit company limited by guarantee. It is an Aboriginal owned and run professional project management service whose aim is to promote and encourage Aboriginal community development and empowerment at all levels (individual / community / corporate).
- C. Yarrawarra is to be subject to a members' voluntary winding up. Under the terms of its constitution upon a winding up it can gift profits, income or property to another company that promotes and engages with the Aboriginal community.
- D. Yarrawarra has identified Gurehlgam as a suitable recipient of the Properties.
- E. This agreement sets out the terms of agreement for the transfer of the Properties as identified in Schedule 1 from Yarrawarra to Gurehlgam.

The parties agree

1 Defined terms and interpretation

Leases means the residential tenancy leases as set out in Part B of Schedule 1 of this agreement.

NSW LPI means the New South Wales Land and Property Information.

Properties means the list of properties to be transferred as set out in Part A of Schedule 1 of this agreement.

Purchase Price means \$1.00.

Transfer means the proscribed NSW LPI transfer form setting out the Properties to be transferred signed by both Gurehlgam and Yarrawarra and lodged and processed with the NSW LPI.

Website is the website currently owned and operated by Yarrawarra located at the URL site <http://yarrawarra.org/>

1.1 In this agreement:

- (a) the words 'such as', 'including', 'particularly' and similar expressions are not used as nor are intended to be interpreted as words of limitation; and

- (b) Each party acknowledges the Purchase Price is a requirement of the NSW LPI, does not represent market value and does not in any way impact the nature of the gift the Transfer represents.

5 Leases

- (a) The parties acknowledge the existence of the Leases.
- (b) Gurehlgam acknowledges it will take possession of the Properties subject to the Leases.
- (c) The parties acknowledge that it is the intention of the parties that the existing Leases are validly assigned to Gurehlgam effective from the date of this agreement.
- (d) Both parties must ensure that the leases are assigned from Yarrawarra to Gurehlgam as soon as practicable following the date of this agreement.

6 Ancillary property

6.1 Intellectual property

Both parties agree that all rights and ownership associated with all of the assets of Yarrawarra (including any associated intellectual property) are transferred to Gurehlgam as at the date of this agreement.

6.2 Yarrawarra Website

- (a) From the date of this document Yarrawarra transfers all ownership, right and intellectual property associated with the Website to Gurehlgam.
- (b) The parties acknowledge that this includes, but is not limited to the content, graphic design, lay-out, information, tab / heading options and coding of the website.

7 Liability

7.1 Properties

The parties acknowledge that from the date the Transfer is lodged and registered with the NSW LPI Gurehlgam will be responsible for all liabilities associated with the Properties.

7.2 Previous actions

The parties acknowledge that nothing in this agreement novates liability to Gurehlgam for previous actions undertaken by Yarrawarra undertaken in relation to the Properties or otherwise.

8 Costs, expenses and duties

Except as expressly provided in this agreement Gurehlgam is to pay:


- (a) all costs and expenses of negotiating, preparing and executing this agreement and any other instrument executed in connection with this agreement; and

Schedule 1

A. Properties


No.	Title Details	Property Street Address
1	Lot 170 DP 721333	69 Red Rock Road Corindi Beach
2	Lot 4 DP 589050	39 Red Rock Road Corindi Beach

Section 22



B. Leases

Section 22



Execution page

Signed and delivered by **Gurehlgam Corporation Ltd** in accordance with section 127 of the *Corporations Act 2001 (Cth)* and by:
Section 47F

Signature of director
Section 47F

Name of director (print)

Section 47F

Signature of director/secretary

Section 47F

Name of director/secretary (print)

Signed and delivered by **Yarrawarra Aboriginal Corporation** in accordance with section 127 of the *Corporations Act 2001 (Cth)* and by:

Signature of director

Name of director (print)

Signature of director/secretary

Name of director/secretary (print)